



**CyberPath Services, LLC**  
**An Affiliate Combined Public Communications, LLC**  
*Inmate Messaging Service*

CyberPath Services, LLC, an affiliate of Combined Public Communications, LLC (Vendor) with its principle place of business located at 100 Aqua Drive in Cold Spring, Kentucky 41076 agrees to provide a messaging service<sup>1</sup> for inmate usage called Chirping to the Yancey County Sheriff's Office (Customer) with its principle place of business at 4 East Main Street, Burnsville, NC 28714 agree as follows:

**Exclusive Agreement**

Customer agrees to exclusively permit Vendor the right to install, support and maintain a messaging platform and service within all pre-existing and future jail and/or detention facilities<sup>2</sup>.

**Agreement Term**

This agreement will remain in force and effective for forty-eight (48) months from the commencement date. Unless written notice delivered to either party at least ninety (90) days prior to the initial term or any renewal term of this Agreement, this Agreement shall automatically renew at the end of the initial term upon the same terms and conditions as set forth herein.

**Vendor Provides:**

Vendor will provide, install and maintain Chirping devices, associated operational hardware, charging stations and transport containers (a tub and/or cart). Additionally, Vendor will provide ongoing service, support and maintenance of the Chirping devices and platform.

**Customer Provides:**

Customer provides a secure area for a tub and/or cart to store and charge chirping devices, as well as electric (AC) to charge devices, at no charge to Vendor; additionally, Customer will provide the labor to check the devices in/out and keep the chirping devices charged.

**Chirping Rates, Funding & Fees:**

Chirping rates include - four dollars (\$4.00) per month per chirping device and phone number, and ten cents (\$0.10) per chirp.

Chirping funds are added by friends and family through Vendor's customer service center or the inmatesales.com web site.

Funding fees include - a three-dollar (\$3.00) funding fee through inmatesales.com or a five dollar and ninety-five cent (\$5.95) fee through Vendors live representative customer service center, plus credit card fees.

**Administrative Reimbursement:**

Vendor will pay Customer administrative reimbursement in the amount of two cents (\$0.02) from every completed Chirp. To the extent that chirps are used from chargeback deposits, total chirp count will be adjusted for purposes of calculating the administrative reimbursement.

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<sup>1</sup> U.S. Patent Nos. 10,082,835 and 10,085,126. Used under license from Hank Technology LLC."

<sup>2</sup> Customer and Vendor agree to accept pre-existing email, mail scanning and video services provided by Kimbles.





**Device Loss/ Damage & Replacement Policy:**

Each device has a value of two hundred dollars (\$200.00). The inmate will be charged the device value if damaged or lost while assigned to him/her. The replacement cost will be deducted from the device account until paid in full before another device is assigned to the inmate.

**Authority to Represent:**

Each party to this Agreement warrants and represents that they have the unrestricted right and prerequisite authority to enter into and execute this Agreement, to bind the respective party, and to authorize the installation and operation of the equipment. The rights and obligations of this Agreement will be binding and shall inure to the benefit of the respective parties, their subsequent owners, successors, heirs, and assignees.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have executed this Agreement to be effective beginning on the 2<sup>nd</sup> day of May, 2019 (the Commencement date).

Customer  
Mark George Jail Administrator  
Print Name, Title

[Signature]  
Signature

5-2-2019  
Date

Cyberpath Services, LLC

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Combined Public  
Communications

CPC can issue commissions as an ACH (Automated Clearing House) transaction or by check. Please check the appropriate box and fill out the corresponding information.

☐ Issue ACH payments to the information below:

**ACH Information:**

Customer Name: \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Remittance City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Banking Information:**

Customer's Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank's City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Bank Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

ABA Routing #: \_\_\_\_\_ Account #: \_\_\_\_\_

Account Type (please check only one) Checking ☐ Savings ☐

**Customer's Authorization:**

Please sign below to confirm that you are authorizing CPC to begin transferring payments for your invoices to the account mentioned above.

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Phone Number Date

☒ Issue commissions as a check to the address listed below:

**Commission check made out to:**

Customer Name: Yancey County

Remittance Address: 110 Town Square, Room 11

Remittance City: Burnsville State: NC Zip Code: 28714

Contact Name: Brandi Burleson Phone #: 828-682-3971

Brandi Burleson Finance officer  
Signature Title